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LAW OFFICES  
**ROSENTHAL AND SCHANFIELD**  
PROFESSIONAL CORPORATION

Rec. No 10327-A

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RECORDATION NO. 10327-A

March 10, 1983

MAR 14 1983 - 3 45 PM

INTERSTATE COMMERCE COMMISSION

3-0731069

MAR 14 1983

Date.....

Fee \$ 10.00

ICC Washington, D. C.

ALEX ELSON  
OF COUNSEL

Office of the Secretary  
Interstate Commerce Commission  
Washington, D.C.

Re: Supplemental Agreement dated as of  
February 1, 1983

Gentlemen:

Delivered to you herewith for filing and record-  
ing under Section 11303 of Title 49 of the United States  
Code and the rules and regulations thereunder are seven  
fully executed counterparts of the above-referenced Supple-  
mental Agreement. The parties to the Supplemental Agree-  
ment are:

Trustee:	Continental Illinois National Bank and Trust Company of Chicago 30 North LaSalle Street Chicago, Illinois
Issuer:	United Equipment Leasing Associates The East Tower, Suite 1000 2550 Golf Road Rolling Meadows, Illinois 60008
Guarantor:	Evans Transportation Company The East Tower, Suite 1000 2550 Golf Road Rolling Meadows, Illinois 60008

The Supplemental Agreement relates to that certain  
Equipment Trust Agreement dated as of March 15, 1979 among  
the Trustee, Issuer and Guarantor, recorded with the Inter-  
state Commerce Commission on May 1, 1979 as Recordation No.  
10327, and should be filed as a subfiling under Document No.  
10327. The Supplemental Agreement deletes from the lien of

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ROSENTHAL AND SCHANFIELD

Office of the Secretary  
Interstate Commerce Commission

March , 1983  
Page Two

the Equipment Trust Agreement the rail cars described on Exhibit A hereto and subjects to the lien of the Equipment Trust Agreement the rail cars described on Exhibit B attached hereto.

Enclosed herewith is Rosenthal and Schanfield check number 29526 in the amount of \$10.00 payable to the order of the Interstate Commerce Commission in full payment of all applicable filing and recording fees and charges.

As the enclosed copies of the Supplemental Agreement are being delivered by messenger, we would appreciate your returning to the bearer all copies of the Supplemental Agreement, marked to show their recordation number, not required to be kept by you. If this is not possible, please return those copies to:

Mary K. Prus  
Rosenthal and Schanfield  
55 East Monroe Street, Suite 4620  
Chicago, Illinois 60603

Very truly yours,

ROSENTHAL AND SCHANFIELD

  
Mary K. Prus

MKP:dh  
Enclosures  
BY MESSENGER

RECORDATION NO. 10327-A  
FILED 10327

SUPPLEMENTAL AGREEMENT

MAR 14 1983 - 3 45 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of February 1, 1983 by and among CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (hereinafter called the "Trustee"), EVANS TRANSPORTATION COMPANY, an Illinois corporation (hereinafter called "ETC") and UNITED EQUIPMENT LEASING ASSOCIATES, a joint venture (hereinafter called "Associates," comprised of Archer-Daniels-Midland Company, a Delaware corporation, hereinafter called "ADM" and Evans Railcar Leasing Company, an Illinois corporation, formerly known as United States Railway Leasing Company and hereinafter called "ERLC").

W I T N E S S E T H, that:

WHEREAS, the Trustee, ETC and Associates have heretofore executed and delivered with and to each other that certain Equipment Trust Agreement dated as of March 15, 1979 (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was filed and recorded on May 1, 1979 with the Interstate Commerce Commission pursuant to the requirements of 49 USC §11303 and assigned Recordation No. 10327; and

WHEREAS, five (5) units of Trust Equipment described in Exhibit A hereto (hereinafter called the "Destroyed Equipment") have suffered a Casualty Occurrence (as defined in Section 4.08 of the Agreement), and pursuant to Section 4.06 of the Agreement, Associates has or will have sold, assigned and transferred to the Trustee in substitution therefor Substitute Equipment (as hereinafter defined); and

WHEREAS, the Trustee, ETC and Associates desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber and substitute for the Destroyed Equipment the Substitute Equipment.

NOW, THEREFORE, in consideration of the premises and of the promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.

2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.

3. Associates will mark or cause to be marked the Substitute Equipment as provided in Section 4.07 of the Agreement.

4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.

5. Associates will promptly cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to the requirements of 49 USC §11303.

6. Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be duly executed as of the 1st day of February, 1983.

CONTINENTAL ILLINOIS NATIONAL  
BANK, as Trustee

By: [Signature]  
Vice President

EVANS TRANSPORTATION COMPANY

By: [Signature]  
Vice President

UNITED EQUIPMENT LEASING  
ASSOCIATES

By: [Signature]  
Policy Board Member-ADM

By: [Signature]  
Policy Board Member-ERLC

ATTEST:

[Signature]  
Trust Officer

ATTEST:

Thomas L. Schoonbeck  
Assistant Secretary

STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF COOK        )

On this 9<sup>TH</sup> day of MARCH, 1983 before me personally appeared JOHN C. MULL, JR., to me personally known, who, being by me duly sworn, says that he is a 2<sup>ND</sup> VICE PRESIDENT of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

V. Was [Signature]  
Notary Public

My commission expires:

My Commission Expires July 2, 1984

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK        )

On this 15<sup>th</sup> day of February, 1983, before me personally appeared Paul R. Deek, to me personally known, who, being by me duly sworn, says that he is Vice President of EVANS TRANSPORTATION COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan E. Muehlfelder  
Notary Public

My commission expires:

2-4-85

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF Macon)

On this 7th day of March, 1983, before me personally appeared J. R. Fiddich, to me personally known, who, being by me duly sworn, says that he is a Policy Board Member-ADM of UNITED EQUIPMENT LEASING ASSOCIATES, that said instrument was signed on behalf of said Partnership by authority of its Policy Board and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Partnership.

Mary M. Bejdon  
Notary Public

My commission expires:

9-17-83

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK        )

On this 15<sup>th</sup> day of February, 1983, before me personally appeared Paul R. Leake, to me personally known, who, being by me duly sworn, says that he is a Policy Board Member-ERLC of UNITED EQUIPMENT LEASING ASSOCIATES, that said instrument was signed on behalf of said Partnership by authority of its Policy Board and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Partnership.

Susan E. Muehlfelder  
Notary Public     D

My Commission expires:

2-9-85



DESTROYED EQUIPMENT

UELA SERIES 3

EXHIBIT A

<u>Number of Cars</u>	<u>Lessee</u>	<u>Description of Equipment</u>	<u>Lease Date</u>	<u>Term (Years)</u>	<u>Car Reporting Marks</u>
2	Archer-Daniels- Midland Company	100-ton, 21,000 gallon tank cars	9/12/78	10.9	UELX 783111 and 78339
1	Archer-Daniels- Midland Company	100-ton, 16,850 gallon tank cars	9/11/78	10.9	UELX 78215
1	Archer-Daniels- Midland Company	4,780 cubic feet covered hopper cars	10/1/78	10.9	UELX 30240
1	Archer-Daniels Midland Company	5,750 cubic feet covered hopper cars	8/9/78	10.9	UELX 60087

UELA SERIES 3

SUBSTITUTE EQUIPMENT

EXHIBIT B

<u>Number of Cars</u>	<u>Lessee</u>	<u>Description of Equipment</u>	<u>Lease Date</u>	<u>Term (Months)</u>	<u>Car Reporting Marks</u>
4	Archer-Daniels- Midland Company	21,000 gallon exterior coiled and insulated 100-ton tank car	*	131	UELX 78733- 78736 inclusive
1	Archer-Daniels- Midland Company	21,000 gallon exterior coiled and insulated 100-ton tank car	**	131	UELX 78747

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\* Schedule 6 dated July 2, 1979  
to Master Lease dated March 26, 1979

\*\* Schedule 11 dated July 2, 1979  
to Master Lease dated March 26, 1979

DESTROYED EQUIPMENT

UELA SERIES 3

EXHIBIT A

<u>Number of Cars</u>	<u>Lessee</u>	<u>Description of Equipment</u>	<u>Lease Date</u>	<u>Term (Years)</u>	<u>Car Reporting Marks</u>
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1	Archer-Daniels- Midland Company	4,780 cubic feet covered hopper cars	10/1/78	10.9	UELX 30240
1	Archer-Daniels Midland Company	5,750 cubic feet covered hopper cars	8/9/78	10.9	UELX 60087

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UELA SERIES 3

SUBSTITUTE EQUIPMENT

EXHIBIT B

<u>Number of Cars</u>	<u>Lessee</u>	<u>Description of Equipment</u>	<u>Lease Date</u>	<u>Term (Months)</u>	<u>Car Reporting Marks</u>
4	Archer-Daniels- Midland Company	21,000 gallon exterior coiled and insulated 100-ton tank car	*	131	UELX 78733- 78736 inclusive
1	Archer-Daniels- Midland Company	21,000 gallon exterior coiled and insulated 100-ton tank car	**	131	UELX 78747
5					
*	Schedule 6 dated July 2, 1979 to Master Lease dated March 26, 1979				
**	Schedule 11 dated July 2, 1979 to Master Lease dated March 26, 1979				